

September 7, 2022

Page 1

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
Civil Docket No. 3:16-md-2738-FLW-LHG

IN RE:

JOHNSON & JOHNSON TALCUM
POWDER PRODUCTS MARKETING,
SALES PRACTICES AND PRODUCTS
LIABILITY LITIGATION

ORAL ARGUMENT ON
COMMON BENEFIT MOTION

VIA REMOTE ZOOM
IDEOCONFERENCE

* * * *

WEDNESDAY, SEPTEMBER 7, 2022

* * * *

BEFORE: SPECIAL MASTER JOEL SCHNEIDER, USMJ, RETIRED
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September 7, 2022

Page 2

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September 7, 2022

Page 3

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A P P E A R A N C E S:

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September 7, 2022

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September 7, 2022

Page 5

1 SPECIAL MASTER SCHNEIDER: On the
2 record.

3 This is Special Master Schneider.
4 We're on the record in the J&J MDL. We're here for
5 oral argument on what I call the common benefit
6 motion.

7 Why don't we just start with the
8 entries of appearance. We'll start with the movant,
9 Ferraro Law Firm.

10 MR. KUNEN: Good morning again. Marc
11 Kunen on behalf of the Ferraro Law Firm for the
12 movant.

13 MR. FERRARO: Good morning, this is
14 James Ferraro Junior, also on behalf of the movant.

15 MS. NOVICK: Angelica Novick also on
16 behalf of the movant.

17 SPECIAL MASTER SCHNEIDER: And for the
18 respondents?

19 MR. LAPINSKI: Your Honor, good
20 morning, Dan Lapinski from the Motley Rice Law Firm
21 on the behalf of the Plaintiffs' Steering Committee.

22 MS. PARFITT: Good morning, your Honor,
23 Michelle Parfitt on behalf of the Plaintiffs'
24 Steering Committee as well. Thank you. Good to see
25 you.

September 7, 2022

Page 6

1 MS. O'DELL: Leigh O'Dell, co-lead for
2 the Plaintiffs' Steering Committee.

3 MR. BERMAN: And finally, Lawrence
4 Berman on behalf of the Plaintiffs' Steering
5 Committee.

6 SPECIAL MASTER SCHNEIDER: Anyone on
7 for J&J?

8 MS. SHARKO: Susan Sharko.

9 SPECIAL MASTER SCHNEIDER: Okay.
10 Great.

11 So before we start, there are just
12 three things I wanted to mention, counsel.

13 One, after oral argument, I'm going to
14 reserve decision, but you should expect a decision
15 promptly. There are a couple of issues I just wanted
16 to see if we can get straightened out during this
17 oral argument.

18 Two, I know there was some question way
19 back when about the scope of this decision and
20 whether it would have any impact on future arguments
21 regarding the common benefit issue. I want to make
22 it perfectly clear that I'm only addressing the
23 issues that are presented in this motion and the
24 order that will be entered will specifically state as
25 follows:

September 7, 2022

Page 7

1 In order to avoid any misunderstanding
2 or potential confusion, the Special Master makes it
3 clear that it is only deciding the narrow issues
4 presented in movant's motion. The movant did not
5 raise, nor is the Special Master addressing or
6 deciding, the appropriateness of a common benefit fee
7 or assessment in the bankruptcy context. All of the
8 orders and settlements at issue were entered and
9 finalized before LTL's bankruptcy filing. The right
10 to object to any future common benefit assessment or
11 the propriety of assessments in the bankruptcy
12 context is reserved.

13 In addition, the order that will
14 eventually be entered will specifically state that
15 the order is entered without prejudice to Ferraro's
16 right to object in the future whether lead counsel
17 should receive any portion of the common benefit fund
18 as compensation for their work in this MDL.

19 And the third point I'd like to make
20 before we get started with oral argument is that, I
21 don't want to dwell on this, but there was some of
22 what I call flowery language in the moving papers. I
23 just want to say, I think that the use of that
24 language and that sort of approach is completely
25 inappropriate and unnecessary and will have

September 7, 2022

Page 8

1 absolutely no place in this oral argument this
2 morning. And I hope that we can keep this on a
3 professional level and just deal with the merits of
4 the underlying issues without the type of language
5 and attacks that was in the briefs. I have a feeling
6 that on reflection, there is a recognition that that
7 was not the most appropriate thing to do. And we'll
8 just leave it at that.

9 So, movant, it's your motion, you have
10 the burden, we'll start with you with the argument,
11 we'll hear from the respondent, you'll have the last
12 word. I've read all the papers, I'm familiar with
13 the issues. I know the record.

14 If I could just start by saying this:
15 It seems to me there are three basic arguments you
16 make, you being the movant, as to why the common
17 benefit fee shouldn't be paid.

18 One, the settlements that we're talking
19 about, the 24 settlements, were not part of a
20 quote/unquote MDL supervised settlement. That's the
21 first thing.

22 The second argument is that the law
23 firm was denied access to work product, specifically
24 expert work product.

25 The third argument is that the conduct

September 7, 2022

Page 9

1 of co-lead counsel was not justified.

2 And the last argument was that lead
3 counsel did not participate in the 24 settlements and
4 there was no discussion with J&J about the payment of
5 a common benefit assessment.

6 That's my understanding of the issues
7 and the arguments. If you think I'm wrong, let me
8 know. And I'm going to turn the floor over to you.
9 But before I do that, let me just close the door so
10 we won't be distracted.

11 Okay. Counsel, the floor is yours.

12 MR. KUNEN: Thank you, your Honor, and
13 good morning again. Marc Kunen on behalf of the
14 movant, Ferraro.

15 And your Honor's summation of the
16 issues that we presented is spot on. And I'm just
17 going to focus on a few of them and in doing so, what
18 I'm not going to do is get into the kind of back and
19 forth that we all saw within the papers that were
20 submitted to the court.

21 I'm here today first and foremost
22 because Mr. Jagolinzer did have a medical emergency
23 back in April and he's been incapacitated since that
24 time. So I'm going to avoid getting into some of his
25 declaration statements because I know it was his

1 intention and his wish to be able to have that
2 discussion with the court today. So I'm going to
3 rest on the papers and rest on the declaration with
4 regard to some of those statements.

5 I don't think that it's disputed that
6 Ferraro Law did reach out to Mrs. O'Dell and the
7 steering committee specifically to have conversations
8 with two experts, Laura Plunkett and Ghassan Saed,
9 and the firm was prevented from having
10 communications.

11 I have a unique perspective on some of
12 the aspects of the papers and the topic and matters
13 being discussed today because I was lead counsel in
14 the Moore Cabrera mesothelioma case against Johnson &
15 Johnson and I tried that case to verdict in which we
16 got a nine million dollar verdict, and that was back
17 at the beginning of 2020. So leading up to that, I
18 personally was in the weeds on the liability aspect
19 of the Johnson & Johnson case.

20 Johnson & Johnson in that litigation
21 and in other state court litigations turned over
22 millions of pages of documents and I personally went
23 through tens of thousands of pages of documents in
24 preparing for that trial. So, all of the aspects of
25 the liability was stuff that Ferraro Law and me

1 specifically, since I would have been the one trying
2 these state court cases against Johnson & Johnson,
3 that's all stuff that was within the knowledge and
4 work product of Ferraro Law. There was no reliance
5 on anything related to the PSC or any work that they
6 had done in the MDL.

7 And I bring that up because it's
8 important when I read some of the papers that were
9 submitted and going through some of the briefing,
10 there really isn't any contradiction other than some
11 conclusory statements from the respondent with regard
12 to stuff that -- information, work product that would
13 have been gleaned from the PSC. At the end of the
14 day, all of the liability aspect was already in the
15 can, so to speak, at Ferraro Law.

16 SPECIAL MASTER SCHNEIDER: Can I ask
17 you a question, counsel?

18 MR. KUNEN: Sure.

19 SPECIAL MASTER SCHNEIDER: I'm going to
20 assume for the purposes of the argument that you're
21 correct. And I think the argument you're making is
22 that the law firm did not access any of the
23 quote/unquote common benefit work product and that
24 its settlement with J&J was a result of its
25 independent actions and not any work product of the

1 Plaintiffs' Steering Committee. Let's assume for the
2 sake of argument that's right.

3 Is actual use of the work product a
4 prerequisite to paying a common benefit assessment or
5 is merely having the right to access the common
6 benefit work product the necessary trigger? Does
7 someone have to actually use the work product in
8 order to be obligated to pay an assessment? Because
9 you seem to be arguing that use is the key, but the
10 PSC argues access is the key.

11 What say you?

12 MR. KUNEN: Whether you want to say
13 access or use, first of all, it's only one aspect of
14 the entire consideration when we're looking at the
15 settlement that actually took place here. And I
16 would just add to your Honor's statement that it's
17 not just in terms of use of the work product. The
18 reason I mentioned the trial is because that was the
19 only verdict that had gone against Johnson & Johnson
20 in the State of Florida. That was the leverage that
21 the firm used to actually force a settlement. And so
22 to answer your Honor's point, there wasn't access to
23 any documents or anything like that. The one time
24 that we sought access was in reaching out to these
25 two experts and that was the only time that there was

1 any communication with the Plaintiffs' Steering
2 Committee to actually get access. And that was
3 denied and there is really no dispute to that. And
4 that was just to have a consultation with them. It
5 wasn't to do depositions or to hire them or anything
6 like that.

7 SPECIAL MASTER SCHNEIDER: Let me ask
8 you this question, counsel. It's undisputed that the
9 law firm signed the participation agreement and is
10 bound by the terms in that agreement, correct?

11 MR. KUNEN: Yes.

12 SPECIAL MASTER SCHNEIDER: All right.
13 So if you look at Paragraph D10 of the agreement as
14 to expert work product, and you can correct me if I'm
15 wrong and if you read it differently, let me know,
16 but that particular provision provides that, and I'm
17 paraphrasing, access to expert work product shall be
18 "as deemed appropriate by the PSC."

19 What do you think that means? Because
20 the PSC is arguing that they had justification for
21 denying the law firm access, independent access, a
22 separate audience, so to speak, with the experts.

23 MR. KUNEN: I think it's important to
24 point out that that section points to the PSC having
25 discretion as to expert witness work product.

1 Ferraro wasn't asking for any work product of the
2 experts. All Ferraro was requesting is a
3 consultation with those two experts. And I can tell
4 your Honor why. Having gone in the weeds and worked
5 up an asbestos case or a mesothelioma case against
6 Johnson & Johnson, the only difference between the
7 mesothelioma and asbestos case versus the talcum
8 powder and ovarian cancer case is what those two
9 experts had to offer, which is specifically Dr. Saed,
10 the OB, and Mrs. Plunkett, the toxicologist.

11 What we were trying to figure out at
12 that point is in terms of the scientific, how the
13 talc migrates to the ovaries and causes ovarian
14 cancer. It's really that scientific question. So
15 there wasn't any request for any type of work product
16 or anything like that where -- then I get it, you
17 know, if the PSC wants to use their discretion to try
18 to block work product, that's fine. But I still go
19 back to the fact that, you know, this is their role
20 as the PSC is to help facilitate and to work on
21 behalf of the plaintiffs that are part of the MDL.
22 And that's why we signed that agreement. And to have
23 that consultation denied was fundamentally divergent
24 from the purpose of the agreement itself. But I
25 would also just --

1 SPECIAL MASTER SCHNEIDER: Counsel, let
2 me ask you this question. And I'm sorry for
3 interrupting, but you'll have all the time to say
4 whatever you want to say.

5 The record reflects that I read that at
6 least 127 law firms signed the participation
7 agreement. So there were 127 firms, lawyers, what
8 have you, who had the same rights as you. Is it
9 practical that every time one of those 127 lawyers
10 requested to speak with the experts that the PSC had
11 to grant an audience to the experts? Is that
12 realistic? Is that practical? Is that workable?

13 MR. KUNEN: If every one of the 127
14 were asking, then maybe there would have needed --
15 we would have needed some sort of process or
16 something to set it up, but I don't think that was
17 the situation here. And I haven't heard any argument
18 that that was the reason why access was denied. The
19 respondent hasn't said, well, you know, it was a
20 situation where there were so many people coming to
21 us trying to get access. That wasn't their
22 reasoning. So, you know, whether it's practical or
23 not I don't think is really the point here. The
24 reality is, from what we've seen from the respondent's
25 briefing, we're the only people that asked for access

1 to these two experts. And it was denied.

2 But I just want to take a step back,
3 your Honor, because the important thing here is I
4 think when we're talking about CMO number 7A and
5 we're looking at what we cited in our brief, which is
6 Subsections A through D. Now these are all of the
7 sections that allow for the PSC to assess a common
8 benefit fee. And so if we look at these -- and by
9 the way, CMO number 7A, I agree with your Honor's
10 statement earlier, we signed it, we accepted it as it
11 is. We didn't dispute it. But as it's written, and
12 this was written by the PSC, this was submitted by
13 the PSC, in their own language it's important to
14 actually look at A, B, C and D. And although we can
15 kind of go back on Subsection D and say, you know,
16 argue it -- and that's what the reply -- or the
17 response and the surreply of the respondent, that's
18 exactly what they do, they go back and forth and try
19 to argue against Subsection D, but really they have
20 no argument against Subsection B. And their own
21 agreement that they drafted is -- can be strictly
22 construed based on the clear unambiguous language in
23 the statement to require that all four of those
24 sections are required in order for them to assess a
25 common benefit fee.

1 And so even though we've spent this
2 morning so far going back and forth on Subsection D,
3 it's clear and unambiguous that Subsection B was not
4 met.

5 SPECIAL MASTER SCHNEIDER: Let me ask
6 you a question about that, counsel, because I do
7 think that's a very important point and that's a very
8 important argument that you make.

9 Am I correct that if your
10 interpretation of Paragraph 4 is accepted in CMO 7A,
11 that all four criteria in A, B, C, D have to be met
12 in order for a common benefit assessment to be paid;
13 that the only way a common benefit assessment would
14 be paid is if there is a quote/unquote MDL supervised
15 settlement?

16 Is that how you read Paragraph 4?

17 MR. KUNEN: Absolutely.

18 SPECIAL MASTER SCHNEIDER: Okay.

19 MR. KUNEN: And it's not just how I
20 read it, it's how it's written and it was written by
21 the PSC.

22 SPECIAL MASTER SCHNEIDER: So let me
23 give you a hypothetical situation, purely
24 hypothetical. I'm just making this up.

25 You have a lawyer who is handling an

1 ovarian case in state court.

2 Okay?

3 And unlike you, they accessed the keys
4 to the kingdom, they got all the work product that
5 they could from the PSC, they got the transcripts,
6 the summaries. Whatever was in there, they got.
7 They got the keys to the kingdom. They settled that
8 case. It's a one-off settlement, right? One state
9 case. Is it correct that if your interpretation of
10 that Paragraph 4 is accepted, that person who used
11 and benefitted from that work product from that
12 common benefit work would not have to pay a common
13 benefit assessment because there was no MDL
14 supervised settlement?

15 Is that your position?

16 MR. KUNEN: That's my position, your
17 Honor.

18 SPECIAL MASTER SCHNEIDER: Okay.

19 MR. KUNEN: And that's how it's
20 written.

21 But I'd like to point out, I am in full
22 agreement with what your Honor stated at the
23 beginning of this hearing and what your Honor would
24 be entering in this order. I know we're kind of
25 talking about hypotheticals here, but my intention

1 here is to argue solely about what's happened in this
2 instance and limit it to what's going on in this
3 instance, in this MDL and the matters that are
4 presented before your Honor.

5 So the answer is yes, but I would agree
6 with your Honor's assessment of keeping it limited to
7 the facts in this case and not starting to go down
8 those other paths.

9 But it's clear and unambiguous from the
10 language. And really, the only response that the
11 respondent provides in their papers to this point is
12 to say well, gee, that's really not what was actually
13 meant. Even though we drafted the document and got
14 it approved, it's really not what we meant. And I
15 don't think that's a sufficient argument. It's clear
16 from the language itself that it includes all four
17 prongs, all four prongs need to be met. And because
18 they are not met, I believe your Honor is handcuffed
19 into finding in favor for Ferraro in this particular
20 case, in this particular instance.

21 So I'm going to rest on the rest of the
22 arguments that we've made. I think that last point,
23 I think it was the second point that your Honor
24 presented in your summation, that's the most
25 important one, which is they have to meet all four of

1 these prongs in order to assess a common benefit fee
2 assessment. And it's clear that that's not met in
3 this instance.

4 I think that D also was not met, but
5 instead of going back and forth on it, there is
6 really no argument to the fact that B was not met,
7 this was not an MDL supervised settlement agreement.

8 So the last point I'd like to bring up
9 is our alternative argument in this case, you know,
10 while resting on the rest of the papers that we've
11 submitted. And the alternative argument focuses
12 really on if there is entitlement for the PSC to a
13 common benefit fee assessment, that fee should be
14 eight percent and not 12 percent. And I know --

15 SPECIAL MASTER SCHNEIDER: Counsel, I
16 don't mean to cut you short, but I don't think that's
17 an issue anymore. I think that issue is moot. I
18 think there is a recognition that if there is an
19 assessment, it's eight percent and I don't think
20 there is any contention anymore, or if there ever was
21 any contention, that the 12 percent assessment is
22 owed. And we'll get that from the PSC itself. But
23 as I read the papers, that's not an issue anymore.
24 Either it's eight percent or nothing.

25 MR. KUNEN: Here is my concern, your

1 Honor, and here is why it still is a potential issue.
2 Under the CMO number 7A, there is a requirement that
3 when a settlement is concluded, outside of any MDL
4 settlement obviously, Johnson & Johnson communicates
5 that settlement to the PSC. The exact language is
6 quoted in our papers. The PSC is then required,
7 under the CMO, to advise Johnson & Johnson what, if
8 any, percentage of common benefit fee assessment
9 should be withheld. After we consummated the
10 settlement, Johnson & Johnson did their part under
11 the CMO and timely reached out to the PSC and advised
12 them of the settlement asking them, as they were
13 required to do, asking the PSC what the percentage,
14 if any, of the common benefit fee assessment should
15 be held back. They got radio silence. This is after
16 multiple communications with the PSC, no response
17 whatsoever was provided to Johnson & Johnson from the
18 PSC.

19 Why this becomes an issue, your Honor,
20 is, as we all know, Johnson & Johnson subsequently
21 branched off into LTL and they did the bankruptcy, so
22 there is a stay right now. And so my concern, your
23 Honor, is what should have been an easy communication
24 from the PSC from the get-go saying look, we're not
25 holding back 12 percent, we're going to ask that we

1 hold back eight percent, what should have been an
2 easy communication from the PSC and what they were
3 required to do under the CMO never happened.

4 So now in their papers for the first
5 time, Judge, this is a first time in their papers
6 that they're conceding that sure, alternatively eight
7 percent would apply, not the 12 percent. The problem
8 is since Johnson & Johnson's in bankruptcy or LTL
9 Management, LLC is in bankruptcy, there is a stay, my
10 concern, your Honor, what our papers ask is that
11 well, to the extent that we're now unable to get that
12 four percent from Johnson & Johnson because the PSC
13 didn't do their part initially, we should be entitled
14 to get that money, those funds from the PSC, from
15 Beasley Allen directly. And if there is some avenue
16 for them to get it in the bankruptcy court, Ferraro
17 shouldn't be burdened with that. We shouldn't be
18 prejudiced by having to go through that. We're more
19 than happy to assign that four percent to the PSC and
20 let them to go at it to see if they can ever get it.
21 But that's the concern now, is that four percent,
22 which should have easily -- it should have been a
23 non-issue, now all of a sudden I'm in a position that
24 I don't know if I can even get those funds and now we
25 have to wait however long to potentially get them and

1 to go through the bankruptcy proceeding.

2 So that's the issue, your Honor, and
3 that's the last issue that I wanted to raise and
4 that's why we requested from the PSC in our papers
5 that they essentially pay that four percent
6 difference to us, if your Honor finds accordingly,
7 that they pay the four percent for us and we'll
8 assign that money to them and they can have at it in
9 the bankruptcy.

10 SPECIAL MASTER SCHNEIDER: Okay. Thank
11 you, counsel. Like I said, you'll have the last
12 word.

13 I don't know who is going to speak for
14 the PSC, but the floor is yours.

15 MR. LAPINSKI: Good morning, your
16 Honor. This is Dan Lapinski from the Motley Rice
17 firm on behalf of the Plaintiffs' Steering Committee.

18 Your Honor, I want to start off by just
19 going back in time a little bit as it relates to
20 entry of the CMO order. It was originally in August,
21 2017 that CMO 7 was put in place that established a
22 common benefit protocol.

23 In May of 2020, the PSC filed a motion
24 to approve a CMO holdback agreement and at the time
25 of that May 2020 motion, there was a single objection

1 to any type of holdback agreement, and that single
2 objection did not come from the Ferraro Law firm,
3 even though they did have the right to be able to
4 object.

5 In September of 2020, CMO 7A was
6 entered, which was the holdback agreement and the
7 Ferraro Law Firm in September of 2020 executed their
8 participation agreement, agreeing to be a participant
9 in the common benefit procedures. It wasn't until a
10 year after the discussions with Ms. O'Dell that are
11 at issue here regarding the experts that the Ferraro
12 firm decided to file this motion saying that it
13 wasn't subject to the common benefit order. It
14 wasn't until 15 months after they had signed on to
15 the participation agreement that they raised this
16 issue. All issues that could have been raised
17 sooner.

18 The issue involves 24 cases that the
19 Ferraro firm settled, 22 of which are pending in the
20 MDL and by their very nature would be subject to the
21 common benefit order.

22 A couple points in response to the
23 arguments that have been made. First, as your Honor
24 noted, the PSC did have the right to be able to deny
25 the access to the expert work product that the

1 Ferraro firm was looking for. The participation
2 agreement does not provide unfettered access to all
3 MDL work product. And as your Honor had pointed out
4 in particular as it relates to the experts, access to
5 expert witness work product was quote/unquote as
6 deemed appropriate by the PSC. The failure on the
7 part of the PSC to provide the expert work product is
8 not a breach of the agreement, it doesn't give the
9 right to the Ferraro Law Firm to step outside of the
10 terms of the agreement.

11 SPECIAL MASTER SCHNEIDER: Can I ask a
12 question about that, Mr. Lapinski?

13 MR. LAPINSKI: Yes, your Honor.

14 SPECIAL MASTER SCHNEIDER: Does the
15 agreement give the PSC or the co-lead counsel
16 unfettered discretion to deny access to work product?
17 Suppose, for example, the denial is arbitrary and
18 capricious? Suppose the denial is not related to
19 merits issues, but there is a personality dispute,
20 what would happen in that instance? Are you taking
21 the position that discretion is unlimited?

22 MR. LAPINSKI: Your Honor, I'm not
23 taking the position that the discretion is unlimited.
24 I'm taking the position that the Plaintiffs' Steering
25 Committee, pursuant to the terms of the agreement,

1 they have the right to deny that access when they
2 deem it to be appropriate.

3 SPECIAL MASTER SCHNEIDER: Well, that's
4 what I'm asking. They could deem it to be
5 appropriate because there is a personality
6 difference. Is that an appropriate reason to deny
7 access to expert work product?

8 MR. LAPINSKI: Well, counsel brought up
9 the point that there is a difference, your Honor,
10 between expert work product and access to the experts
11 themselves. And that's an interesting point in the
12 following regard: We don't, we meaning the
13 Plaintiffs' Steering Committee, we don't control Dr.
14 Saed to the extent that if someone reached out to him
15 and said Dr. Saed, we'd like to be able to talk to
16 you about talc litigation. The Ferraro firm could
17 have picked up the telephone to do that. We don't
18 have the ability to deny them the ability to do that.

19 Dr. Saed, in his capacity as a PSC
20 expert, could have said thank you for the phone call,
21 I have some concerns about being able to share
22 information with you, work with you in regard to the
23 case that you're working up because it could create
24 conflicts for me in the work that I'm doing in the
25 PSC. They could have done that. They contacted the

1 Plaintiffs' Steering Committee and asked if we could
2 put them in touch and it was a decision on behalf of
3 the steering committee to say we don't think that it
4 would benefit the overall efforts of the steering
5 committee to put you in contact, to make Dr. Saed
6 feel as if there is an obligation or some type of
7 commitment to do work on your behalf. And that's
8 where things ended.

9 There isn't an argument put forward
10 that the decision was arbitrary and capricious, there
11 is just a decision that they didn't like the ultimate
12 choice of the Plaintiffs' Steering Committee not to
13 make the introduction and not to allow for the
14 consultation.

15 SPECIAL MASTER SCHNEIDER: So as part
16 of this decision-making, do I have to decide whether
17 the denial was reasonable or not?

18 MR. LAPINSKI: I don't think you do,
19 your Honor. And the reason I don't think you do is
20 because once you start to do that, your Honor -- you
21 had brought up a point in the very beginning of the
22 discussions that the scope of the decision, the
23 impact on future arguments was that you were only
24 addressing the issues in this motion. And while you
25 are only addressing the issues in this motion, diving

1 into the details of all of these decisions opens up a
2 Pandora's box. Because what it will then create is
3 on a case-by-case basis any law firm being able to
4 come forward that has signed on to the participation
5 agreement and say here are all the facts related to
6 my law firm and yes, despite the fact that I signed
7 on to the participation agreement, I don't think that
8 I should have to pay because I had an interaction
9 with the Plaintiffs' Steering Committee at this
10 particular point in time, which looking back I now
11 disagree with and I want you to be able to able to
12 analyze, your Honor, my situation and whether or not
13 my interactions and the reactions of the Plaintiffs'
14 Steering Committee were reasonable, whether they were
15 arbitrary and capricious and it creates a situation
16 where the participation agreement means nothing.

17 SPECIAL MASTER SCHNEIDER: Isn't
18 that what -- but I don't think -- it doesn't sound to
19 me like this is a hypothetical situation outside the
20 four corners of this motion because the movant argues
21 that there was no justification for the denial of the
22 access. So in effect, they're arguing that the
23 denial was arbitrary and capricious, there was no
24 good or rational reason to deny them access. So I
25 don't think this is a hypothetical situation that we

1 can save for another day.

2 MR. LAPINSKI: Well, the statement by
3 the movant that it was just an arbitrary and
4 capricious decision and was unjustified isn't based
5 upon anything other than their dissatisfaction with
6 the decision of the Plaintiffs' Steering Committee.

7 SPECIAL MASTER SCHNEIDER: So what was
8 the basis of the denial?

9 MR. LAPINSKI: The basis of the denial
10 is the fact that the steering committee and the work
11 done by the steering committee over a six-year period
12 of time includes working with dozens of experts and
13 the management of dozens of experts. And, your
14 Honor, we've spent days on Zoom hearings with your
15 Honor and with Ms. Sharko arguing about different
16 aspects of experts, including Dr. Saed, and
17 challenges to Dr. Saed on multiple levels. And from
18 a PSC perspective, to open Dr. Saed up to challenges
19 not only within the MDL but then within various state
20 courts where the PSC doesn't have the same level of
21 involvement and Dr. Saed is opened up to challenges
22 where different attorneys are defending those
23 challenges, where his opinions can be taken and
24 construed in a way that is contrary to the way that
25 the MDL wants his opinions to be used, that's, you

1 know, that's significant and that's one of the main
2 reasons that the MDL looks to be able to manage the
3 work product and have some control over the experts
4 that are going to be relied upon. You know, the
5 underlying issue becomes there are state court cases
6 that are getting moved forward and the state court
7 cases, for the good or the bad, can get moved forward
8 at a pace that's faster than what's happening in the
9 MDL. And when that happens, it's important for the
10 MDL and the Plaintiffs' Steering Committee to be able
11 to manage and maintain the experts that have been
12 worked up over the prolonged period of time,
13 otherwise the hundreds of hours of work that gets put
14 into an expert, the amount of money that's spent in
15 being able to work with the expert and have the
16 expert develop the opinions can all be thrown away
17 because a state court case moved ahead of the MDL
18 case and that particular state court attorney decided
19 that they wanted to be able to take the expert, use
20 them in a particular way that ends up being contrary
21 to the MDL.

22 And I think, you know, that's one of
23 the major reasons that we want to be able to maintain
24 the access to the work product of the experts and
25 have some control over the experts. And I don't

1 think that that's any different than you see in any
2 other multidistrict litigation.

3 If that answers your question on that
4 topic, your Honor, I'll move on to the other points.

5 SPECIAL MASTER SCHNEIDER: It does.

6 MR. LAPINSKI: I'm sorry. Did you say
7 it does?

8 SPECIAL MASTER SCHNEIDER: It does.

9 MR. LAPINSKI: Thank you.

10 Your Honor, one of the other points
11 that was raised by counsel was that the settlements
12 that they entered into were settlements that didn't
13 benefit from any of the MDL efforts. And I think
14 that that statement is simply false. What that
15 statement does is that statement ignores the work
16 that's been done by the MDL since October of 2016.
17 It ignores all of the factual information that's been
18 made available to the Ferraro firm by the MDL. And I
19 thought that you hit on a very good point, your
20 Honor, was that there is a difference between having
21 access to the MDL work product and actually going
22 into and working with the MDL work product. There
23 does not have to be actual use of the MDL work
24 product. You sign the participation agreement so
25 that you have access to the MDL work product.

1 The MDL work has put pressure on the
2 defendants on the ovarian cancer side of things. And
3 I think it's very interesting that counsel pointed to
4 the fact that the Ferraro liability work was done on
5 the asbestos side of things and that the Ferraro firm
6 took the first asbestos case to verdict in Florida
7 and had a plaintiff's verdict in Florida, but then
8 turned to the MDL for the ovarian cancer side of
9 work. Now, it may have been that the Ferraro firm
10 was able to begin settlement discussions because it
11 had a successful asbestos verdict, but your Honor has
12 full familiarity with these cases and you know that
13 the arguments on the asbestos side of the litigation
14 are different than the arguments that are being made
15 on the ovarian cancer side of the litigation. And
16 while it may have been an asbestos case that started
17 the settlement discussions, the work that's been done
18 by the MDL, the pressure that's been put on
19 defendants on the ovarian cancer side by the MDL
20 benefitted the Ferraro firm.

21 Ms. Sharko, for the last six years on
22 behalf of her client, has taken the position that
23 there is no link at all between the use of talcum
24 powder and ovarian cancer, yet over the last six
25 years the MDL has been able to develop the science

1 and develop the arguments that support an argument
2 that there is a link. And that benefitted the
3 Ferraro firm, whether it be, you know -- although
4 it's not a member of the Plaintiffs' Steering
5 Committee sitting in the room and making the
6 arguments on behalf of the Ferraro firm, those
7 arguments have been made on behalf of all
8 participants in the MDL in order to put pressure on
9 the defendant to do things like settle ovarian cancer
10 cases when the opportunity is there similar to
11 what has been done in this case.

12 The PSC efforts have conferred benefit
13 to the Ferraro firm and to all litigants in the
14 docketing and the administration of these cases since
15 the inception of the litigation, in the management of
16 the MDL coordination, in the development of the case.
17 There has been over 750 thousand documents produced
18 in the ovarian cancer litigation. We've done dozens
19 of fact depositions. We've argued discovery disputes
20 before your Honor, before Judge Wolfson. As I
21 indicated earlier, we've worked with and developed 25
22 experts who support the ovarian cancer arguments. We
23 successfully briefed and argued Daubert motions that
24 kept these cases alive. But for the efforts of the
25 MDL on the ovarian cancer side of things and but for

1 our ability to successfully argue Daubert, the tone
2 and tenor of these cases would have been entirely
3 different when it came time for the Ferraro firm to
4 negotiate the settlements that are at issue here.
5 And that's something that can't be taken lightly at
6 all. If the MDL had not been successful in the
7 Daubert arguments, we'd be in a totally different
8 situation and the Ferraro firm has absolutely
9 benefitted from that.

10 I had mentioned earlier when you --
11 well, I won't go back to the case-by-case issue
12 because I already brought that point up, your Honor.

13 SPECIAL MASTER SCHNEIDER: Mr.
14 Lapinski, can you address the movant's argument how
15 Paragraph 4 of CMO 7A should be read? Because that's
16 really a critical issue in this argument and I'd like
17 to hear the position of the PSC on that.

18 I think the movant's position is that
19 all four criteria have to be met. I know the PSC
20 disagrees.

21 Why?

22 MR. LAPINSKI: Your Honor, the PSC
23 disagrees because the order itself does not say, you
24 know, these four criteria have to be met. The order
25 says that the participation agreement applies to the

1 following categories of cases. It applies to A, all
2 cases that are subject to the jurisdiction of the MDL
3 court. It applies to B, all cases or claims that are
4 settled pursuant to an MDL supervised settlement
5 agreement. It applies to C, all cases or claims
6 where there are ovarian cancer clients of counsel who
7 signed or are deemed to have signed the participation
8 agreement whether the cases are filed, unfiled or
9 told. And it applies to the final category, category
10 D, all cases and/or claims of ovarian cancer clients
11 of any counsel who received, used or benefited from
12 the common benefit work product.

13 There are four different categories of
14 cases to which the agreement applies.

15 SPECIAL MASTER SCHNEIDER: Yeah, but
16 let's get to the crux of this, Mr. Lapinski.

17 MR. LAPINSKI: Sure.

18 SPECIAL MASTER SCHNEIDER: The movant's
19 argument is that the word "and" after subparagraph C
20 signifies that all four criteria should have been
21 met. And the movant didn't argue this specifically,
22 but it's understood that their argument is that if it
23 was intended that you only had to meet one of the
24 four criteria, instead of using the word "and," the
25 word "or" would have been used.

1 How do you respond to that argument?

2 MR. LAPINSKI: I don't think that it's
3 necessary to have used the word "or," your Honor. I
4 think that the use of the word "and" there is an
5 inclusive term that includes those four categories of
6 cases that are -- that the order applies to. It says
7 "the order applies to" and lists four categories of
8 cases. It doesn't say that the order applies to
9 cases that meet these criteria. If it had said it
10 has to meet these criteria, then that would have been
11 language structured in a way that would have been
12 inclusive language, saying it has to be all of these,
13 and including the fourth one. That's not the way
14 that it's written. It says, "accordingly, this order
15 applies to" and it lists the four different
16 categories of cases that the order applies to.

17 SPECIAL MASTER SCHNEIDER: Okay. You
18 can move on, Mr. Lapinski.

19 MR. LAPINSKI: Thank you, your Honor.

20 Your Honor, the other two points that I
21 will quickly hit on, one is in regard to the
22 defendants' obligation to alert the Ferraro firm
23 about the common benefit obligation. That was an
24 argument that was raised by the Ferraro firm that
25 defendants never said hey, listen, you know, just be

1 aware that the negotiations we're having, your cases
2 are going to be subject to the common benefit
3 obligation. We don't think the defendants had any
4 obligation to do that. The obligation is on the
5 Ferraro Law Firm to understand the agreements they
6 have or have not entered into and we don't think that
7 there is anything to that argument as to a reason why
8 the movant should be able to avoid the common benefit
9 fee that is due and owing.

10 You know, in regard to the 12 percent
11 versus the eight percent, your Honor, my position
12 would be that the defendant has withheld 12 percent.
13 That 12 percent, pursuant to the various agreements,
14 should have been withheld and be in some type of
15 qualified settlement fund right now. And to the
16 extent that we sit here and say we don't disagree
17 that eight percent is the appropriate assessment,
18 then I don't think the bankruptcy has any impact at
19 all on the defendants' ability to be able to address
20 the four percent because it would have been put into
21 a fund pre-bankruptcy and should be available for
22 payment to the Ferraro firm once the issues of
23 assessment are resolved.

24 SPECIAL MASTER SCHNEIDER: How do you
25 respond to the argument that the PSC did not timely

1 notify J&J that only an eight percent assessment
2 should be withheld?

3 MR. LAPINSKI: Well, your Honor, I
4 think the issue of timeliness goes to the filing of
5 the motion. And I think that, you know, upon the
6 filing of the Ferraro motion, and I'd have to go back
7 and look at the timing, but I believe that the PSC
8 did not provide any type of response because there
9 was a motion filed and it was an issue that was
10 raised before the court and that was pending before
11 the court and has been pending for a period of time.

12 SPECIAL MASTER SCHNEIDER: I understand
13 the movant to argue, and I'm sure when they get a
14 chance to talk they'll address this, but in their
15 words, when they reached out to the PSC, there was
16 quote/unquote radio silence.

17 MR. LAPINSKI: And I think that radio
18 silence, your Honor, and again I wasn't involved with
19 the communications that the Ferraro firm is referring
20 to so I don't have the specific dates in front of me,
21 but I believe that radio silence would have been
22 brought about by the filing of a motion and the fact
23 that the issue was put before the court. There was
24 radio silence because there was a motion that was
25 pending and arguments were being made in the papers.

1 Your Honor, the last point that I'll
2 bring up relates to movant's reference to the Beasley
3 Allen firm in a motion that the Beasley Allen firm
4 had filed in a Round Up litigation and likening their
5 current situation to a motion and order that was
6 entered in the Round Up litigation as to why they
7 should be able to not have to pay the common benefit
8 order -- pay the common benefit assessment. And the
9 points that I'll bring up there is just to
10 distinguish the Round Up motion and order from the
11 present matter is that in the Round Up motion and
12 order, there was no participation agreement like we
13 have here where the Ferraro firm has signed the
14 participation agreement.

15 The second big factor is that all of
16 the cases that were subject of the motion in the
17 Round Up litigation were either pending in state
18 court or had been filed in Federal court, transferred
19 to the MDL and were subject of a pending motion to
20 remand, to have the cases sent back to state court.
21 So that there was an effort on the part of the
22 Beasley Allen firm to keep their cases separate and
23 apart from the MDL.

24 And the third thing, your Honor, is
25 that there was no use of any work product. In the

1 Round Up litigation, the Beasley Allen law firm did
2 not use any of the MDL work product, did not sign a
3 participation agreement, whereas here, the Ferraro
4 Law Firm signed a participation agreement, had the
5 right to access the work product and that's the
6 distinguishing factors between those two cases, your
7 Honor.

8 And, your Honor, unless you have any
9 questions, I don't have any other points to bring up.

10 SPECIAL MASTER SCHNEIDER: I do have
11 one question before we turn the floor over. And I'm
12 not sure if you have the knowledge or Ms. O'Dell has
13 this knowledge, but I seem to recall from reading the
14 record that there was a reference that the Ferraro
15 Law Firm wasn't the only firm where this issue came
16 up about whether a law firm could have direct
17 communications with the PSC's common benefit experts.
18 And counsel for the movant made a statement that they
19 were the only one who requested that access. And I
20 know this is a factual issue, but can you clarify it
21 for me, Mr. Lapinski or Ms. O'Dell, whether the
22 Ferraro Law Firm was the only firm that requested
23 this access or was the Ferraro firm treated the same
24 as the other firms who requested such access?

25 MR. LAPINSKI: Go ahead, Leigh. I was

1 going to respond, but if you want to respond, go
2 ahead.

3 MS. O'DELL: Dan, excuse me.

4 Your Honor, Michelle Parfitt and I, as
5 co-leads, were contacted by many firms about their
6 individual state court cases. And we took a
7 consistent position with these firms that experts in
8 the MDL, particularly general causation experts like
9 Dr. Saed and Dr. Plunkett, their depositions would be
10 taken as part of the trial package and be made
11 available to anybody for use in their state court
12 trials, but that unfettered access to the experts to
13 testify live at their own individual state court
14 trials or to consult individually was not something
15 that we were facilitating. And that was our
16 position.

17 I took that consistently in many
18 conversations. And Ms. Parfitt's on the phone and
19 I'm sure she would say the same thing.

20 MS. PARFITT: Your Honor, I will. And
21 for the record, Ms. O'Dell is absolutely correct. It
22 was the policy position that we took across the
23 board. Everyone, all firms were treated fairly and
24 the same. It was systematized because it was the
25 only way to make this work. It was not -- we felt it

1 was a prudent decision for the protection of all
2 claimants in all law firms that would make a request,
3 so I think it is very important that the Ferraro firm
4 was not an outlier, that we decided for some reason
5 we didn't like the Ferraro firm or the Ferraro firm
6 weren't good enough lawyers. Nothing like that. It
7 was not that kind of indiscriminate decision-making.
8 It was something that early on we had to develop some
9 type of policy or position as to what is prudent for
10 all law firms, all claimants, all 38 thousand women
11 and their families. And that's the position that we
12 took. And we tried to honor that with each and every
13 inquiry that came in. And, as Ms. O'Dell has
14 indicated, there were many.

15 MR. LAPINSKI: Your Honor, going back
16 to the question you had asked before, I think the
17 points that were just brought up by Ms. O'Dell and
18 Ms. Parfitt go to the reasonableness of this decision
19 as it relates to the Ferraro firm as compared to it
20 being unjustified or arbitrary or capricious. It's a
21 decision that was implemented across the board, it
22 wasn't a decision that was unique to just this one
23 law firm.

24 Your Honor, the last point that I want
25 to be able to make is in regard to the question that

1 you had asked about the 12 percent/eight percent and
2 the radio silence on the plaintiffs' side. And I
3 just want to note that it's our understanding that
4 the Ferraro firm's position at the outset was they
5 didn't feel that they had to pay any assessment. It
6 wasn't a question of whether it was eight percent or
7 12 percent, it was a question of whether or not they
8 had to pay any assessment at all. And, therefore, at
9 the outset there was no -- there was no need for us
10 to weigh in on 12 percent versus eight percent
11 because the position was our obligation is zero
12 percent.

13 SPECIAL MASTER SCHNEIDER: Got it.

14 Thank you, Mr. Lapinski, Ms. O'Dell,
15 Ms. Parfitt.

16 Okay. Movant, you have the last word.
17 The floor is yours.

18 MR. KUNEN: Thank you, your Honor.

19 SPECIAL MASTER SCHNEIDER: If any. You
20 don't have to reply, but if you want to, you can.

21 MR. KUNEN: I'm going to be brief. And
22 a lot of what the respondents just argued went to
23 exactly what I was trying to avoid, which is the back
24 and forth on Subsection D.

25 What they noticeably failed to address

1 or argue with any substance was the fact that the
2 CMO, that they wrote themselves, states clearly that
3 it applies to the four prongs set forth, A through D,
4 and that the only time that they can assess a common
5 benefit fee is if not just one or, as your Honor said
6 using the word "or," or two or three or four of the
7 prongs are met, but that all four, one, two, three
8 and four, are met.

9 And so your Honor asked the question
10 and I didn't hear a response other than, well, we
11 think it meant to do this. There certainly was no
12 citation to CMO 7A saying well, actually here is an
13 exception to it, here is where it says that no, just
14 one of the prongs needs to be met.

15 So your Honor is left in the position
16 where -- we can go out in the world of hypotheticals
17 and talk about, your know, Pandora's box and
18 everything else, but the issue before your Honor
19 right now really goes to the four corners of the CMO.
20 And it states in uncertain terms -- excuse me, it
21 states with no uncertain terms that all four of those
22 prongs have to be met. There hasn't been an argument
23 against it in their papers and your Honor hasn't
24 heard any legitimate argument against it today.

25 Based on that alone, and I have a lot

1 of things that I would say about Subsection D and the
2 back and forth, I'm going to make one or two comments
3 on it, but the realty of the situation is your Honor
4 is in a position where, based on the unambiguous, the
5 clear language of CMO 7A that they drafted, and
6 which, by the way, we don't object to. You know,
7 there was talk about that, about objecting to the
8 holdback agreement, things like that. We don't
9 object to the language. We did sign it. It sounds
10 like now, when it doesn't suit them, they're the ones
11 that, if anything, are objecting to the language in
12 CMO number 7. I mean, they're the ones that have
13 issues with the language now, issues with language
14 they created.

15 So the reality of the matter is your
16 Honor is in a position where, based on the simple
17 construction of CMO number 7A, your Honor is bound by
18 it and has to find for this particular set of facts
19 in this situation that not all four of those prongs
20 are met and, therefore, a common benefit fee
21 assessment can't be levied in this situation.

22 I do want to point out some issues that
23 I have with some of the stuff on Subsection D, but
24 I'm going to be brief because it kind of detracts
25 from the main focus her and why your Honor is here

1 and the decision your Honor has. But just to be
2 absolutely clear, this was not a situation where we
3 could simply pick up the phone and call the experts.
4 It's in the papers, they specifically told these
5 individuals and they told Mr. Jagolinzer, it's in his
6 declaration, that hey, if you guys try to reach out
7 to them, we're going to tell them not to talk to you.
8 And unlike their reason -- because you asked them a
9 very pointed question: What was your basis? And to
10 be clear, no basis was advised to Ferraro when the
11 request was made. And that's in the declaration,
12 too.

13 Mrs. O'Dell from the declaration did
14 not consult with the other individuals that are
15 arguing now and there was no justification or
16 explanation provided at that time. So we're left
17 with the fact that if we went and tried to reach out
18 to these people, our calls would have been ignored
19 because they were advised. And I think it's really,
20 really important to point out, your Honor, that their
21 justifications now talk about preserving the experts
22 and not trying to get them tied up into depositions
23 and trial and stuff like that. From the get-go,
24 that's not what Ferraro was trying to do. All we
25 were trying to do was have a consultation with them

1 to ask some of these questions, some of these
2 scientific questions that they admit today that they
3 have vetted and they have done all this leg work on.
4 What is the purpose of an MDL and everything that
5 they're saying that they did in working up this
6 litigation if not for a plaintiff's firm like Ferraro
7 to be able to just have those discussions with those
8 experts, just a discussion?

9 And, you know, in case there is any
10 ambiguity, in Florida at least, in most states, those
11 consultations are not discoverable. So just to have
12 those discussions with people that they admit they've
13 done all this leg work with, they've worked it up,
14 they've vetted all these people, they've done all
15 this work product stuff, we didn't ask for any of
16 that.

17 And I dispute that we had access to it.
18 You know, these trial packages, they didn't exist.
19 All right? So there wasn't any, you know, any access
20 to any of this stuff. All our office wanted to do is
21 have conversations so that we could alleviate the
22 need to have to do, you know, months of work, leg
23 work, which we ultimately had to do because we were
24 denied that access.

25 The liability is not an issue, it was

1 just the medical stuff. And they denied us, they
2 prevented us access, they told these folks, if
3 Ferraro reaches out to you, you're not to talk to
4 them. It's the antithesis of what they're suppose to
5 be doing as part of the PSC.

6 And I would also just point out that,
7 you know, the last kind of part is, your Honor asked
8 about this on the fee percentage being eight percent
9 versus 12 percent, I mean, it sounds like the
10 argument they're making now is, well, they found out
11 when the motion was filed -- and just for the record,
12 Johnson & Johnson, when they requested to the PSC
13 what that percentage should be, as they're required
14 to do under the CMO, that was well before the
15 bankruptcy, that was well before the movant, Ferraro,
16 filed this motion.

17 And I would just also say, your Honor,
18 in our motion we say alternatively it should be eight
19 percent. So I mean to say that, well, you know, they
20 were just kind of not responding because there was
21 some dispute, that dispute, these papers came long
22 after the request from Johnson & Johnson. The
23 Johnson & Johnson request came right after the
24 settlement was finalized. So you know, saying that
25 without -- you know, it's just an argument, they're

1 not substantiating any of the argument, but to say
2 that, well, you know, we kind of knew this was on the
3 horizon, so you know, we just kept all of it, the
4 right thing, what you're supposed to do, just like in
5 any transaction, when you have a disputed amount, you
6 put that amount aside. Maybe they say okay, well you
7 have to hold back the disputed amount. But if
8 they're saying, as they've said in their papers, that
9 that four percent difference was never disputed, then
10 what they should have done is told -- actually
11 responded, right? So that's the first step, is
12 actually responding to Johnson & Johnson, instead of
13 just making argument now. And they should have
14 responded and said, you know, this four percent is
15 not disputed, but we still need you to hold back
16 eight percent even though that's disputed. None of
17 that happened and now we're in a position, and it's
18 again speculation here as to whether Johnson &
19 Johnson can actually turn that over. And if that's
20 the case that it's sitting in escrow and they can
21 give us that four percent, then, you know, it is what
22 it is and that's fine. But if that's not the case,
23 which is that's what's been suggested to my office,
24 that that's not the case that it's just sitting there
25 for access, then, you know, if anything, that should

1 be incumbent on the PSC. Because of their
2 inadequacies, it should be incumbent on them to go
3 and go after that money. And if it's sitting there,
4 great, you know, it's easy for them. And if not, you
5 know, that's leg work that they should have to deal
6 with.

7 But other than that, your Honor, again
8 focusing on the four prongs not being met, I'd rest
9 my argument, unless your Honor has additional
10 questions.

11 SPECIAL MASTER SCHNEIDER: No
12 additional questions.

13 I do want to thank counsel for the
14 excellent argument, not unexpected, during today's
15 oral argument.

16 The record is closed.

17 As I said, I'm reserving decision, but
18 you will receive the opinion and order promptly. So
19 if there is no further issues or matters to discuss,
20 we'll adjourn today's proceeding.

21 And again, I thank you all. Have a
22 good day. Bye.

23 SEVERAL ATTORNEYS: Thank you, your
24 Honor.

25 (Hearing concluded.)

C E R T I F I C A T E

I, Theresa Mastroianni Kugler, a Notary Public
and Certified Court Reporter of the State of New
Jersey, do hereby certify that the foregoing is a
true and accurate transcript of the testimony as
taken stenographically by and before me at the time,
place, and on the date hereinbefore set forth.

I DO FURTHER CERTIFY that I am neither a
relative nor employee nor attorney nor counsel of any
of the parties to this action, and that I am neither
a relative nor employee of such attorney or counsel,
and that I am not financially interested in the
action.

Theresa Kugler

Theresa Mastroianni Kugler,
Certified Court Reporter
Certificate No. XI0857
Notary Public, State of New Jersey
Commission Expires July 11, 2026
Commission No. 2410394
Date: September 7, 2022



| | | | | |
|-------------------------|-------------------------|------------------------|-------------------------|--------------------------|
| A | admit 47:2,12 | antithesis 48:4 | 48:25 49:1,13 | 29:22 50:23 |
| ability 26:18,18 | advise 21:7 | anybody 41:11 | 50:9,14,15 | audience 13:22 |
| 34:1 37:19 | advised 21:11 | anymore 20:17 | arguments 6:20 | 15:11 |
| able 10:1 24:3 | 46:10,19 | 20:20,23 | 8:15 9:7 19:22 | Audubon 1:22 |
| 24:24 26:15,21 | agree 16:9 19:5 | apart 39:23 | 24:23 27:23 | August 23:20 |
| 28:3,11,11 | agreeing 24:8 | appearance 5:8 | 32:13,14 33:1 | available 31:18 |
| 30:2,10,15,19 | agreement 13:9 | applies 34:25 | 33:6,7,22 34:7 | 37:21 41:11 |
| 30:23 32:10,25 | 13:10,13 14:22 | 35:1,3,5,9,14 | 38:25 | avenue 4:5 |
| 37:8,19 39:7 | 14:24 15:7 | 36:6,7,8,15,16 | asbestos 14:5,7 | 22:15 |
| 42:25 47:7 | 16:21 18:22 | 44:3 | 32:5,6,11,13 | avoid 7:1 9:24 |
| absolutely 8:1 | 20:7 23:24 | apply 22:7 | 32:16 | 37:8 43:23 |
| 17:17 34:8 | 24:1,6,8,15 | approach 7:24 | ASHCRAFT | aware 37:1 |
| 41:21 46:2 | 25:2,8,10,15 | appropriate 8:7 | 3:9 | |
| accepted 16:10 | 25:25 28:5,7 | 13:18 25:6 | aside 49:6 | B |
| 17:10 18:10 | 28:16 31:24 | 26:2,5,6 37:17 | asked 15:25 | B 16:14,20 17:3 |
| access 8:23 | 34:25 35:5,8 | appropriateness | 27:1 42:16 | 17:11 20:6 |
| 11:22 12:5,10 | 35:14 39:12,14 | 7:6 | 43:1 44:9 46:8 | 35:3 |
| 12:13,22,24 | 40:3,4 45:8 | approve 23:24 | 48:7 | back 6:19 9:18 |
| 13:2,17,21,21 | agreements 37:5 | approved 19:14 | asking 14:1 | 9:23 10:16 |
| 15:18,21,25 | 37:13 | April 9:23 | 15:14 21:12,13 | 14:19 16:2,15 |
| 24:25 25:2,4 | ahead 30:17 | arbitrary 25:17 | 26:4 | 16:18 17:2 |
| 25:16 26:1,7 | 40:25 41:2 | 27:10 28:15,23 | aspect 10:18 | 20:5 21:15,25 |
| 26:10 28:22,24 | ALABAMA | 29:3 42:20 | 11:14 12:13 | 22:1 23:19 |
| 30:24 31:21,25 | 3:17 | argue 16:16,19 | aspects 10:12,24 | 28:10 34:11 |
| 40:5,19,23,24 | alert 36:22 | 19:1 34:1 | 29:16 | 38:6 39:20 |
| 41:12 47:17,19 | alive 33:24 | 35:21 38:13 | assess 16:7,24 | 42:15 43:23 |
| 47:24 48:2 | Allen 3:15 22:15 | 44:1 | 20:1 44:4 | 45:2 49:7,15 |
| 49:25 | 39:3,3,22 40:1 | argued 33:19,23 | assessment 7:7 | bad 30:7 |
| accessed 18:3 | alleviate 47:21 | 43:22 | 7:10 9:5 12:4,8 | bankruptcy 7:7 |
| accurate 51:6 | allow 16:7 27:13 | argues 12:10 | 17:12,13 18:13 | 7:9,11 21:21 |
| action 51:12,15 | alternative 20:9 | 28:20 | 19:6 20:2,13 | 22:8,9,16 23:1 |
| actions 11:25 | 20:11 | arguing 12:9 | 20:19,21 21:8 | 23:9 37:18 |
| actual 12:3 | alternatively | 13:20 28:22 | 21:14 37:17,23 | 48:15 |
| 31:23 | 22:6 48:18 | 29:15 46:15 | 38:1 39:8 43:5 | based 16:22 |
| add 12:16 | ambiguity 47:10 | argument 1:5 | 43:8 45:21 | 29:4 44:25 |
| addition 7:13 | amount 30:14 | 5:5 6:13,17 | assessments | 45:4,16 |
| additional 50:9 | 49:5,6,7 | 7:20 8:1,10,22 | 7:11 | basic 8:15 |
| 50:12 | analyze 28:12 | 8:25 9:2 11:20 | assign 22:19 | basis 28:3 29:8,9 |
| address 34:14 | and/or 35:10 | 11:21 12:2 | 23:8 | 46:9,10 |
| 37:19 38:14 | Angelica 4:4 | 15:17 16:20 | assume 11:20 | Beasley 3:15 |
| 43:25 | 5:15 | 17:8 19:15 | 12:1 | 22:15 39:2,3 |
| addressing 6:22 | anovick@ferr... | 20:6,9,11 27:9 | attacks 8:5 | 39:22 40:1 |
| 7:5 27:24,25 | 4:8 | 33:1 34:14,16 | attorney 30:18 | beginning 10:17 |
| adjourn 50:20 | answer 12:22 | 35:19,22 36:1 | 51:11,13 | 18:23 27:21 |
| administration | 19:5 | 36:24 37:7,25 | attorneys 3:7,13 | behalf 5:11,14 |
| 33:14 | answers 31:3 | 44:22,24 48:10 | 3:19 4:8,14 | 5:16,21,23 6:4 |

| | | | | |
|--|--|--|--|---|
| 9:13 14:21 23:17 27:2,7 32:22 33:6,7 believe 19:18 38:7,21 benefit 1:5 5:5 6:21 7:6,10,17 8:17 9:5 11:23 12:4,6 16:8,25 17:12,13 18:12 18:13 20:1,13 21:8,14 23:22 24:9,13,21 27:4 31:13 33:12 35:12 36:23 37:2,8 39:7,8 40:17 44:5 45:20 benefited 35:11 benefitted 18:11 32:20 33:2 34:9 Berman 3:21,21 6:3,4 BIDDLE 4:10 big 39:15 bit 23:19 block 14:18 board 41:23 42:21 bound 13:10 45:17 box 3:16 28:2 44:17 branched 21:21 breach 25:8 BRICKELL 4:5 brief 16:5 43:21 45:24 briefed 33:23 briefing 11:9 15:25 briefs 8:5 bring 11:7 20:8 39:2,9 40:9 brought 26:8 | 27:21 34:12 38:22 42:17 burden 8:10 burdened 22:17 Bye 50:22 <hr/> C C 3:1 16:14 17:11 35:5,19 51:1,1 Cabrera 10:14 call 5:5 7:22 26:20 46:3 calls 46:18 CAMPUS 4:11 cancer 14:8,14 32:2,8,15,19 32:24 33:9,18 33:22,25 35:6 35:10 capacity 26:19 capricious 25:18 27:10 28:15,23 29:4 42:20 case 10:14,15,19 14:5,5,7,8 18:1 18:8,9 19:7,20 20:9 26:23 30:17,18 32:6 32:16 33:11,16 47:9 49:20,22 49:24 case-by-case 28:3 34:11 cases 11:2 24:18 30:5,7 32:12 33:10,14,24 34:2 35:1,2,3,5 35:8,10,14 36:6,8,9,16 37:1 39:16,20 39:22 40:6 41:6 categories 35:1 35:13 36:5,7 36:16 | category 35:9,9 causation 41:8 causes 14:13 certainly 44:11 Certificate 51:20 Certified 1:20 2:9 51:4,20 certify 51:5,10 challenges 29:17 29:18,21,23 chance 38:14 CHERRY 3:5 choice 27:12 citation 44:12 cited 16:5 Civil 1:2 claimants 42:2 42:10 claims 35:3,5,10 clarify 40:20 clear 6:22 7:3 16:22 17:3 19:9,15 20:2 45:5 46:2,10 clearly 44:2 client 32:22 clients 35:6,10 close 9:9 closed 50:16 CMO 16:4,9 17:10 21:2,7 21:11 22:3 23:20,21,24 24:5 34:15 44:2,12,19 45:5,12,17 48:14 co-lead 6:1 9:1 25:15 co-leads 41:5 come 24:2 28:4 coming 15:20 commencing 2:13 comments 45:2 | COMMERCE 3:16 Commission 51:21,22 commitment 27:7 committee 5:21 5:24 6:2,5 10:7 12:1 13:2 23:17 25:25 26:13 27:1,3,5 27:12 28:9,14 29:6,10,11 30:10 33:5 common 1:5 5:5 6:21 7:6,10,17 8:16 9:5 11:23 12:4,5 16:7,25 17:12,13 18:12 18:12 20:1,13 21:8,14 23:22 24:9,13,21 35:12 36:23 37:2,8 39:7,8 40:17 44:4 45:20 Commonwealth 2:11 communicates 21:4 communication 13:1 21:23 22:2 communicatio... 10:10 21:16 38:19 40:17 COMPANIES 4:15 compared 42:19 compensation 7:18 completely 7:24 conceding 22:6 concern 20:25 21:22 22:10,21 concerns 26:21 | concluded 21:3 50:25 conclusory 11:11 conduct 8:25 conferred 33:12 conflicts 26:24 confusion 7:2 consideration 12:14 consistent 41:7 consistently 41:17 construction 45:17 construed 16:22 29:24 consult 41:14 46:14 consultation 13:4 14:3,23 27:14 46:25 consultations 47:11 CONSUMER 4:15,15 consummated 21:9 contact 27:5 contacted 26:25 41:5 contention 20:20,21 context 7:7,12 contradiction 11:10 contrary 29:24 30:20 control 26:13 30:3,25 conversations 10:7 41:18 47:21 coordination 33:16 corners 28:20 |
|--|--|--|--|---|

| | | | | |
|---|---|---|--|--|
| 44:19 correct 11:21 13:10,14 17:9 18:9 41:21 counsel 6:12 7:16 9:1,3,11 10:13 11:17 13:8 15:1 17:6 20:15 23:11 25:15 26:8 31:11 32:3 35:6,11 40:18 50:13 51:11,13 couple 6:15 24:22 court 1:1,20 2:9 9:20 10:2,21 11:2 18:1 22:16 30:5,6 30:17,18 35:3 38:10,11,23 39:18,18,20 41:6,11,13 51:4,20 courts 29:20 create 26:23 28:2 created 45:14 creates 28:15 criteria 17:11 34:19,24 35:20 35:24 36:9,10 critical 34:16 crux 35:16 current 39:5 cut 20:16 | date 51:8,22 dates 38:20 Daubert 33:23 34:1,7 day 11:14 29:1 50:22 days 29:14 DC 3:11 deal 8:3 50:5 decide 27:16 decided 24:12 30:18 42:4 deciding 7:3,6 decision 6:14,14 6:19 27:2,10 27:11,22 29:4 29:6 42:1,18 42:21,22 46:1 50:17 decision-maki... 27:16 42:7 decisions 28:1 declaration 9:25 10:3 46:6,11 46:13 deem 26:2,4 deemed 13:18 25:6 35:7 defendant 4:14 33:9 37:12 defendants 32:2 32:19 36:25 37:3 defendants' 36:22 37:19 defending 29:22 denial 25:17,18 27:17 28:21,23 29:8,9 denied 8:23 13:3 14:23 15:18 16:1 47:24 48:1 deny 24:24 25:16 26:1,6 26:18 28:24 | denying 13:21 depositions 13:5 33:19 41:9 46:22 despite 28:6 details 28:1 detracts 45:24 develop 30:16 32:25 33:1 42:8 developed 33:21 development 33:16 difference 14:6 23:6 26:6,9 31:20 49:9 different 29:15 29:22 31:1 32:14 34:3,7 35:13 36:15 differently 13:15 direct 4:12 40:16 directly 22:15 disagree 28:11 37:16 disagrees 34:20 34:23 discoverable 47:11 discovery 33:19 discretion 13:25 14:17 25:16,21 25:23 discuss 50:19 discussed 10:13 discussion 9:4 10:2 47:8 discussions 24:10 27:22 32:10,17 47:7 47:12 dispute 13:3 16:11 25:19 47:17 48:21,21 | disputed 10:5 49:5,7,9,15,16 disputes 33:19 dissatisfaction 29:5 distinguish 39:10 distinguishing 40:6 distracted 9:10 DISTRICT 1:1 1:1 divergent 14:23 diving 27:25 dlapinski@m... 3:7 Docket 1:2 docketing 33:14 document 19:13 documents 10:22,23 12:23 33:17 doing 9:17 26:24 48:5 dollar 10:16 door 9:9 dozens 29:12,13 33:18 Dr 14:9 26:13,15 26:19 27:5 29:16,17,18,21 41:9,9 drafted 16:21 19:13 45:5 DRINKER 4:10 DRIVE 3:4 due 37:9 dwel 7:21 | easy 21:23 22:2 50:4 effect 28:22 effort 39:21 efforts 27:4 31:13 33:12,24 eight 20:14,19 20:24 22:1,6 37:11,17 38:1 43:6,10 48:8 48:18 49:16 either 20:24 39:17 emergency 9:22 employee 51:11 51:13 ended 27:8 ends 30:20 entered 6:24 7:8 7:14,15 24:6 31:12 37:6 39:6 entering 18:24 entire 12:14 entirely 34:2 entitled 22:13 entitlement 20:12 entries 5:8 entry 23:20 escrow 49:20 ESQUIRE 3:4 3:10,15,21 4:2 4:3,4,11 essentially 23:5 established 23:21 eventually 7:14 exact 21:5 exactly 16:18 43:23 example 25:17 excellent 50:14 exception 44:13 excuse 41:3 44:20 |
| D D 16:6,14,15,19 17:2,11 20:4 35:10 43:24 44:3 45:1,23 D10 13:13 Dan 5:20 23:16 41:3 DANIEL 3:4 | | | E E 3:1,1 51:1,1 earlier 16:10 33:21 34:10 early 42:8 easily 22:22 EAST 3:4 | |

| | | | | |
|-------------------------|--------------------------|--------------------------|-------------------------|------------------------|
| executed 24:7 | familiar 8:12 | finally 6:3 | 35:1 | Ghassan 10:8 |
| exist 47:18 | familiarity | financially | follows 6:25 | give 17:23 25:8 |
| expect 6:14 | 32:12 | 51:14 | force 12:21 | 25:15 49:21 |
| expert 8:24 | families 42:11 | find 45:18 | foregoing 51:5 | gleaned 11:13 |
| 13:14,17,25 | far 17:2 | finding 19:19 | foremost 9:21 | go 14:18 16:15 |
| 24:25 25:5,7 | faster 30:8 | finds 23:6 | FORMAROLI | 16:18 19:7 |
| 26:7,10,20 | favor 19:19 | fine 14:18 49:22 | 1:19 | 22:18,20 23:1 |
| 30:14,15,16,19 | FAX 3:6,18,24 | firm 3:15 4:2 5:9 | forth 9:19 16:18 | 34:11 38:6 |
| experts 10:8 | 4:13 | 5:11,20 8:23 | 17:2 20:5 | 40:25 41:1 |
| 12:25 13:22 | Federal 39:18 | 10:9 11:22 | 43:24 44:3 | 42:18 44:16 |
| 14:2,3,9 15:10 | fee 7:6 8:17 16:8 | 12:21 13:9,21 | 45:2 51:8 | 50:2,3 |
| 15:11 16:1 | 16:25 20:1,13 | 23:17 24:2,7 | forward 27:9 | goes 38:4 44:19 |
| 24:11 25:4 | 20:13 21:8,14 | 24:12,19 25:1 | 28:4 30:6,7 | going 6:13 9:8 |
| 26:10 29:12,13 | 37:9 44:5 | 25:9 26:16 | found 48:10 | 9:17,18,24 |
| 29:16 30:3,11 | 45:20 48:8 | 28:3,6 31:18 | four 16:23 17:11 | 10:2 11:9,19 |
| 30:24,25 33:22 | feel 27:6 43:5 | 32:5,9,20 33:3 | 19:16,17,25 | 17:2 19:2,21 |
| 40:17 41:7,8 | feeling 8:5 | 33:6,13 34:3,8 | 22:12,19,21 | 20:5 21:25 |
| 41:12 46:3,21 | felt 41:25 | 36:22,24 37:5 | 23:5,7 28:20 | 23:13,19 30:4 |
| 47:8 | Ferraro 4:2,3 | 37:22 38:19 | 34:19,24 35:13 | 31:21 37:2 |
| Expires 51:21 | 5:9,11,13,14 | 39:3,3,13,22 | 35:20,24 36:5 | 41:1 42:15 |
| explanation | 9:14 10:6,25 | 40:1,4,15,15 | 36:7,15 37:20 | 43:21 45:2,24 |
| 46:16 | 11:4,15 14:1,2 | 40:16,22,22,23 | 44:3,6,7,8,19 | 46:7 |
| extent 22:11 | 19:19 22:16 | 42:3,5,5,19,23 | 44:21 45:19 | good 5:10,13,19 |
| 26:14 37:16 | 24:2,7,11,19 | 47:6 | 49:9,14,21 | 5:22,24 9:13 |
| | 25:1,9 26:16 | firm's 43:4 | 50:8 | 23:15 28:24 |
| F | 31:18 32:4,5,9 | firms 15:6,7 | fourth 36:13 | 30:7 31:19 |
| F 51:1 | 32:20 33:3,6 | 40:24 41:5,7 | front 38:20 | 42:6 50:22 |
| facilitate 14:20 | 33:13 34:3,8 | 41:23 42:2,10 | full 18:21 32:12 | grant 15:11 |
| facilitating | 36:22,24 37:5 | first 8:21 9:21 | fund 7:17 37:15 | great 6:10 50:4 |
| 41:15 | 37:22 38:6,19 | 12:13 22:4,5 | 37:21 | guys 46:6 |
| fact 14:19 20:6 | 39:13 40:3,14 | 24:23 32:6 | fundamentally | |
| 28:6 29:10 | 40:22,23 42:3 | 49:11 | 14:23 | H |
| 32:4 33:19 | 42:5,5,19 43:4 | floor 9:8,11 | funds 22:14,24 | handcuffed |
| 38:22 44:1 | 46:10,24 47:6 | 23:14 40:11 | further 50:19 | 19:18 |
| 46:17 | 48:3,15 | 43:17 | 51:10 | handling 17:25 |
| factor 39:15 | Ferraro's 7:15 | FLORHAM | future 6:20 7:10 | happen 25:20 |
| factors 40:6 | figure 14:11 | 4:12 | 7:16 27:23 | happened 19:1 |
| facts 19:7 28:5 | file 24:12 | Florida 4:6 | | 22:3 49:17 |
| 45:18 | filed 23:23 35:8 | 12:20 32:6,7 | G | happening 30:8 |
| factual 31:17 | 38:9 39:4,18 | 47:10 | gee 19:12 | happens 30:9 |
| 40:20 | 48:11,16 | flowery 7:22 | general 41:8 | happy 22:19 |
| FAEGRE 4:10 | filing 7:9 38:4,6 | focus 9:17 45:25 | GEREL 3:9 | hear 8:11 34:17 |
| failed 43:25 | 38:22 | focuses 20:11 | get-go 21:24 | 44:10 |
| failure 25:6 | final 35:9 | focusing 50:8 | 46:23 | heard 15:17 |
| fairly 41:23 | finalized 7:9 | folks 48:2 | getting 9:24 | 44:24 |
| false 31:14 | 48:24 | following 26:12 | 30:6 | hearing 18:23 |

| | | | | |
|---|---|--|---|--|
| 50:25 hearings 29:14 held 21:15 help 14:20 hereinbefore 51:8 hey 36:25 46:6 HILL 3:5 hire 13:5 hit 31:19 36:21 hold 22:1 49:7 49:15 holdback 23:24 24:1,6 45:8 holding 21:25 honor 5:19,22 9:12 14:4 16:3 18:17,22,23 19:4,18,23 21:1,19,23 22:10 23:2,6 23:16,18 24:23 25:3,13,22 26:9 27:19,20 28:12 29:14,15 31:4,10,20 32:11 33:20 34:12,22 36:3 36:19,20 37:11 38:3,18 39:1 39:24 40:7,8 41:4,20 42:12 42:15,24 43:18 44:5,9,15,18 44:23 45:3,16 45:17,25 46:1 46:20 48:7,17 50:7,9,24 Honor's 9:15 12:16,22 16:9 19:6 hope 8:2 horizon 49:3 Horse 1:21 hours 30:13 hundreds 30:13 | hypothetical 17:23,24 28:19 28:25 hypotheticals 18:25 44:16 <hr/> I IDEOCONFE... 1:7 ignored 46:18 ignores 31:15,17 impact 6:20 27:23 37:18 implemented 42:21 important 11:8 13:23 16:3,13 17:7,8 19:25 30:9 42:3 46:20 inadequacies 50:2 inappropriate 7:25 incapacitated 9:23 inception 33:15 includes 19:16 29:12 36:5 including 29:16 36:13 inclusive 36:5 36:12 incumbent 50:1 50:2 independent 11:25 13:21 indicated 33:21 42:14 indiscriminate 42:7 individual 41:6 41:13 individually 41:14 individuals 46:5 | 46:14 information 11:12 26:22 31:17 initially 22:13 inquiry 42:13 instance 19:2,3 19:20 20:3 25:20 intended 35:23 intention 10:1 18:25 interaction 28:8 interactions 28:13 interested 51:14 interesting 26:11 32:3 interpretation 17:10 18:9 interrupting 15:3 introduction 27:13 involved 38:18 involvement 29:21 involves 24:18 issue 6:21 7:8 20:17,17,23 21:1,19 23:2,3 24:11,16,18 30:5 34:4,11 34:16 38:4,9 38:23 40:15,20 44:18 47:25 issues 6:15,23 7:3 8:4,13 9:6 9:16 24:16 25:19 27:24,25 37:22 45:13,13 45:22 50:19 <hr/> J J&J 5:4 6:7 9:4 11:24 38:1 | Jagolinzer 9:22 46:5 James 4:3 5:14 james@ferrar... 4:7 Jersey 1:1,22 2:11 3:5 4:12 51:5,21 JOEL 1:15 Johnson 1:5,5 4:14,14,14,14 4:15,15 10:14 10:15,19,19,20 10:20 11:2,2 12:19,19 14:6 14:6 21:4,4,7,7 21:10,10,17,17 21:20,20 22:8 22:12,12 48:12 48:12,22,22,23 48:23 49:12,12 49:18,19 Johnson's 22:8 JR 4:3 jschneider@... 1:15 Judge 22:5 33:20 July 51:21 Junior 5:14 jurisdiction 35:2 justification 13:20 28:21 46:15 justifications 46:21 justified 9:1 <hr/> K K 3:10 keep 8:2 39:22 keeping 19:6 kept 33:24 49:3 key 12:9,10 keys 18:3,7 kind 9:18 16:15 | 18:24 42:7 45:24 48:7,20 49:2 kingdom 18:4,7 knew 49:2 know 6:18 8:13 9:8,25 13:15 14:17,19 15:19 15:22 16:15 18:24 20:9,14 21:20 22:24 23:13 30:1,4 30:22 32:12 33:3 34:19,24 36:25 37:10 38:5 40:20 44:17 45:6 47:9,18,19,22 48:7,19,24,25 49:2,3,14,21 49:25 50:4,5 knowledge 11:3 40:12,13 known 4:15 Kugler 2:9 51:3 51:19 Kunen 4:2 5:10 5:11 9:12,13 11:18 12:12 13:11,23 15:13 17:17,19 18:16 18:19 20:25 43:18,21 <hr/> L L 4:3,4 LAKE 3:4 language 7:22 7:24 8:4 16:13 16:22 19:10,16 21:5 36:11,12 45:5,9,11,13 45:13 Lapinski 3:4 5:19,20 23:15 23:16 25:12,13 |
|---|---|--|---|--|

| | | | | |
|---|--|--|---|---|
| 25:22 26:8 27:18 29:2,9 31:6,9 34:14 34:22 35:16,17 36:2,18,19 38:3,17 40:21 40:25 42:15 43:14 Laura 10:8 law 3:15 4:2 5:9 5:11,20 8:22 10:6,25 11:4 11:15,22 13:9 13:21 15:6 24:2,7 25:9 28:3,6 37:5 40:1,4,15,16 40:22 42:2,10 42:23 Lawrence 3:21 6:3 lawyer 17:25 lawyers 15:7,9 42:6 lberman@lfsb... 3:25 lead 7:16 9:2 10:13 leading 10:17 leave 8:8 left 44:15 46:16 leg 47:3,13,22 50:5 legitimate 44:24 Leigh 3:15 6:1 40:25 leigh.odell@b... 3:18 let's 12:1 35:16 level 8:3 29:20 levels 29:17 leverage 12:20 levied 45:21 LEVIN 3:21 liability 1:6 10:18,25 11:14 | 32:4 47:25 license 2:10 lightly 34:5 likening 39:4 limit 19:2 limited 19:6 link 32:23 33:2 listen 36:25 lists 36:7,15 litigants 33:13 litigation 1:6 10:20 26:16 31:2 32:13,15 33:15,18 39:4 39:6,17 40:1 47:6 litigations 10:21 little 23:19 live 41:13 LLC 3:3 22:9 LLP 3:9,21 4:10 long 22:25 48:21 look 13:13 16:8 16:14 21:24 38:7 looking 12:14 16:5 25:1 28:10 looks 30:2 lot 43:22 44:25 LTL 21:21 22:8 LTL's 7:9 <hr/> M M 4:11 main 30:1 45:25 maintain 30:11 30:23 major 30:23 making 11:21 17:24 33:5 48:10 49:13 manage 30:2,11 management 22:9 29:13 33:15 | Marc 4:2 5:10 9:13 MARKETING 1:5 Master 1:15 5:1 5:3,17 6:6,9 7:2,5 11:16,19 13:7,12 15:1 17:5,18,22 18:18 20:15 23:10 25:11,14 26:3 27:15 28:17 29:7 31:5,8 34:13 35:15,18 36:17 37:24 38:12 40:10 43:13,19 50:11 Mastroianni 1:19 2:9 51:3 51:19 matter 2:8 39:11 45:15 matters 10:12 19:3 50:19 MDL 5:4 7:18 8:20 11:6 14:21 17:14 18:13 19:3 20:7 21:3 24:20 25:3 29:19,25 30:2 30:9,10,17,21 31:13,16,18,21 31:22,23,25 32:1,8,18,19 32:25 33:8,16 33:25 34:6 35:2,4 39:19 39:23 40:2 41:8 47:4 mean 20:16 45:12 48:9,19 meaning 26:12 means 13:19 28:16 | meant 19:13,14 44:11 medical 9:22 48:1 meet 19:25 35:23 36:9,10 member 33:4 mention 6:12 mentioned 12:18 34:10 merely 12:5 merits 8:3 25:19 mesothelioma 10:14 14:5,7 met 17:4,11 19:17,18 20:2 20:4,6 34:19 34:24 35:21 44:7,8,14,22 45:20 50:8 MIAMI 4:6 Michelle 3:10 5:23 41:4 migrates 14:13 million 10:16 millions 10:22 misunderstan... 7:1 mkunen@ferr... 4:7 money 22:14 23:8 30:14 50:3 MONTGOM... 3:17 months 24:14 47:22 Moore 10:14 moot 20:17 morning 5:10,13 5:20,22 8:2 9:13 17:2 23:15 motion 1:5 5:6 6:23 7:4 8:9 23:23,25 24:12 | 27:24,25 28:20 38:5,6,9,22,24 39:3,5,10,11 39:16,19 48:11 48:16,18 motions 33:23 Motley 3:3 5:20 23:16 movant 5:8,12 5:14,16 7:4 8:9 8:16 9:14 28:20 29:3 35:21 37:8 38:13 40:18 43:16 48:15 movant's 7:4 34:14,18 35:18 39:2 move 31:4 36:18 moved 30:6,7,17 moving 7:22 mparfitt@ash... 3:12 multidistrict 31:2 multiple 21:16 29:17 <hr/> N N 3:1 narrow 7:3 nature 24:20 necessary 12:6 36:3 need 19:17 43:9 47:22 49:15 needed 15:14,15 needs 44:14 negotiate 34:4 negotiations 37:1 neither 51:10,12 never 22:3 36:25 49:9 New 1:1,22 2:11 3:5 4:12 51:4 |
|---|--|--|---|---|

| | | | | |
|--|--|---|--|---|
| 51:21 nine 10:16 non-issue 22:23 Notary 2:10 51:3,21 note 43:3 noted 24:24 noticeably 43:25 notify 38:1 Novick 4:4 5:15 5:15 number 2:10 16:4,9 21:2 45:12,17 NW 3:10 | open 29:18 opened 29:21 opens 28:1 opinion 50:18 opinions 29:23 29:25 30:16 opportunity 33:10 oral 1:5 5:5 6:13 6:17 7:20 8:1 50:15 order 6:24 7:1 7:13,15 12:8 16:24 17:12 18:24 20:1 23:20 24:13,21 33:8 34:23,24 36:6,7,8,14,16 39:5,8,10,12 50:18 orders 7:8 originally 23:20 outlier 42:4 outset 43:4,9 outside 21:3 25:9 28:19 ovarian 14:8,13 18:1 32:2,8,15 32:19,24 33:9 33:18,22,25 35:6,10 ovaries 14:13 overall 27:4 owed 20:22 owing 37:9 | Pandora's 28:2 44:17 papers 7:22 8:12 9:19 10:3,12 11:8 19:11 20:10,23 21:6 22:4,5,10 23:4 38:25 44:23 46:4 48:21 49:8 Paragraph 13:13 17:10,16 18:10 34:15 paraphrasing 13:17 Parfitt 3:10 5:22 5:23 41:4,20 42:18 43:15 Parfitt's 41:18 PARK 4:12 part 8:19 14:21 21:10 22:13 25:7 27:15 39:21 41:10 48:5,7 participant 24:8 participants 33:8 participate 9:3 participation 13:9 15:6 24:8 24:15 25:1 28:4,7,16 31:24 34:25 35:7 39:12,14 40:3,4 particular 13:16 19:19,20 25:4 28:10 30:18,20 45:18 particularly 41:8 parties 51:12 paths 19:8 pay 12:8 18:12 23:5,7 28:8 | 39:7,8 43:5,8 paying 12:4 payment 9:4 37:22 pending 24:19 38:10,11,25 39:17,19 Pennsylvania 2:12 3:23 people 15:20,25 46:18 47:12,14 percent 20:14 20:14,19,21,24 21:25 22:1,7,7 22:12,19,21 23:5,7 37:10 37:11,12,13,17 37:20 38:1 43:1,6,7,10,10 43:12 48:8,9 48:19 49:9,14 49:16,21 percent/eight 43:1 percentage 21:8 21:13 48:8,13 perfectly 6:22 period 29:11 30:12 38:11 person 18:10 personality 25:19 26:5 personally 10:18 10:22 perspective 10:11 29:18 PHILADELP... 3:23 phone 26:20 41:18 46:3 pick 46:3 picked 26:17 Pike 1:21 place 8:1 12:15 23:21 51:8 plaintiff's 32:7 | 47:6 plaintiffs 3:7,13 3:19 4:8 14:21 plaintiffs' 5:21 5:23 6:2,4 12:1 13:1 23:17 25:24 26:13 27:1,12 28:9 28:13 29:6 30:10 33:4 43:2 Plunkett 10:8 14:10 41:9 point 7:19 12:22 13:24 14:12 15:23 17:7 18:21 19:11,22 19:23 20:8 26:9,11 27:21 28:10 31:19 34:12 39:1 42:24 45:22 46:20 48:6 pointed 25:3 32:3 46:9 points 13:24 24:22 31:4,10 36:20 39:9 40:9 42:17 policy 41:22 42:9 portion 7:17 position 18:15 18:16 22:23 25:21,23,24 32:22 34:17,18 37:11 41:7,16 41:22 42:9,11 43:4,11 44:15 45:4,16 49:17 potential 7:2 21:1 potentially 22:25 powder 1:5 14:8 32:24 |
| O O'Dell 3:15 6:1 6:1 10:6 24:10 40:12,21 41:3 41:21 42:13,17 43:14 46:13 OB 14:10 object 7:10,16 24:4 45:6,9 objecting 45:7 45:11 objection 23:25 24:2 obligated 12:8 obligation 27:6 36:22,23 37:3 37:4,4 43:11 obviously 21:4 October 31:16 offer 14:9 office 47:20 49:23 okay 6:9 9:11 17:18 18:2,18 23:10 36:17 43:16 49:6 once 27:20 37:22 one-off 18:8 ones 45:10,12 | P P 3:1,1 4:2 P.O 3:16 PA 4:2 pace 30:8 package 41:10 packages 47:18 pages 10:22,23 paid 8:17 17:12 17:14 | | | |

| | | | | |
|---|--|---|---|--|
| practical 15:9 15:12,22 PRACTICES 1:6 pre-bankruptcy 37:21 prejudice 7:15 prejudiced 22:18 preparing 10:24 prerequisite 12:4 present 39:11 presented 6:23 7:4 9:16 19:4 19:24 preserving 46:21 pressure 32:1,18 33:8 prevented 10:9 48:2 problem 22:7 procedures 24:9 proceeding 23:1 50:20 proceedings 2:7 process 15:15 produced 33:17 product 8:23,24 11:4,12,23,25 12:3,6,7,17 13:14,17,25 14:1,15,18 18:4,11 24:25 25:3,5,7,16 26:7,10 30:3 30:24 31:21,22 31:24,25 35:12 39:25 40:2,5 47:15 PRODUCTS 1:5,6 professional 8:3 prolonged 30:12 promptly 6:15 | 50:18 prongs 19:17,17 20:1 44:3,7,14 44:22 45:19 50:8 propriety 7:11 protection 42:1 protocol 23:22 provide 25:2,7 38:8 provided 21:17 46:16 provides 13:16 19:11 provision 13:16 prudent 42:1,9 PSC 11:5,13 12:10 13:18,20 13:24 14:17,20 15:10 16:7,12 16:13 17:21 18:5 20:12,22 21:5,6,11,13 21:16,18,24 22:2,12,14,19 23:4,14,23 24:24 25:6,7 25:15 26:19,25 29:18,20 33:12 34:17,19,22 37:25 38:7,15 48:5,12 50:1 PSC's 40:17 Public 2:10 51:3 51:21 purely 17:23 purpose 14:24 47:4 purposes 11:20 pursuant 25:25 35:4 37:13 put 23:21 27:2,5 27:9 30:13 32:1,18 33:8 37:20 38:23 49:6 | Q qualified 37:15 question 6:18 11:17 13:8 14:14 15:2 17:6 25:12 31:3 40:11 42:16,25 43:6 43:7 44:9 46:9 questions 40:9 47:1,2 50:10 50:12 quickly 36:21 quote/unquote 8:20 11:23 17:14 25:5 38:16 quoted 21:6 R R 3:1,4 51:1 radio 21:15 38:16,17,21,24 43:2 raise 7:5 23:3 raised 24:15,16 31:11 36:24 38:10 rational 28:24 reach 10:6 46:6 46:17 reached 21:11 26:14 38:15 reaches 48:3 reaching 12:24 reactions 28:13 read 8:12 11:8 13:15 15:5 17:16,20 20:23 34:15 reading 40:13 realistic 15:12 reality 45:15 really 11:10 13:3 14:14 15:23 16:19 | 19:10,12,14 20:6,12 34:16 44:19 46:19,20 realty 15:24 45:3 reason 12:18 15:18 26:6 27:19 28:24 37:7 42:4 46:8 reasonable 27:17 28:14 reasonableness 42:18 reasoning 15:22 reasons 30:2,23 REATH 4:10 recall 40:13 receive 7:17 50:18 received 35:11 recognition 8:6 20:18 record 5:2,4 8:13 15:5 40:14 41:21 48:11 50:16 reference 39:2 40:14 referring 38:19 reflection 8:6 reflects 15:5 regard 10:4 11:11 26:12,22 36:21 37:10 42:25 regarding 6:21 24:11 related 11:5 25:18 28:5 relates 23:19 25:4 39:2 42:19 relative 51:11 51:13 reliance 11:4 relied 30:4 | remand 39:20 REMOTE 1:6 2:12 reply 16:16 43:20 Reporter 2:9 51:4,20 Reporting 1:20 request 14:15 42:2 46:11 48:22,23 requested 15:10 23:4 40:19,22 40:24 48:12 requesting 14:2 require 16:23 required 16:24 21:6,13 22:3 48:13 requirement 21:2 reserve 6:14 reserved 7:12 reserving 50:17 resolved 37:23 respond 36:1 37:25 41:1,1 responded 49:11 49:14 respondent 8:11 11:11 15:19 16:17 19:11 respondent's 15:24 respondents 5:18 43:22 responding 48:20 49:12 response 16:17 19:10 21:16 24:22 38:8 44:10 rest 10:3,3 19:21 19:21 20:10 50:8 resting 20:10 |
|---|--|---|---|--|

| | | | | |
|--------------------------|-------------------------|-------------------------|--------------------------|-------------------------|
| result 11:24 | 37:24 38:12 | 14:22 15:6 | 31:5,8 34:13 | 33:4 |
| RETIRED 1:15 | 40:10 43:13,19 | 16:10 24:14 | 35:15,18 36:17 | stenographica... |
| Rice 3:3 5:20 | 50:11 | 28:4,6 35:7,7 | 37:24 38:12 | 2:8 51:7 |
| 23:16 | science 32:25 | 39:13 40:4 | 40:10 43:13,19 | step 16:2 25:9 |
| right 7:9,16 12:2 | scientific 14:12 | significant 30:1 | 50:11 | 49:11 |
| 12:5 13:12 | 14:14 47:2 | signifies 35:20 | specific 38:20 | straightened |
| 18:8 21:22 | scope 6:19 27:22 | silence 21:15 | specifically 6:24 | 6:16 |
| 24:3,24 25:9 | second 8:22 | 38:16,18,21,24 | 7:14 8:23 10:7 | STREET 3:10 |
| 26:1 37:15 | 19:23 39:15 | 43:2 | 11:1 14:9 | 3:16,22 |
| 40:5 44:19 | section 13:24 | similar 33:10 | 35:21 46:4 | strictly 16:21 |
| 47:19 48:23 | sections 16:7,24 | simple 45:16 | speculation | structured |
| 49:4,11 | SEDHAN 3:21 | simply 31:14 | 49:18 | 36:11 |
| rights 15:8 | see 5:24 6:16 | 46:3 | spent 17:1 29:14 | stuff 10:25 11:3 |
| role 14:19 | 22:20 31:1 | single 23:25 | 30:14 | 11:12 45:23 |
| room 33:5 | seen 15:24 | 24:1 | spot 9:16 | 46:23 47:15,20 |
| Round 39:4,6,10 | sent 39:20 | sit 37:16 | start 5:7,8 6:11 | 48:1 |
| 39:11,17 40:1 | separate 13:22 | sitting 33:5 | 8:10,14 23:18 | subject 24:13,20 |
| S | 39:22 | 49:20,24 50:3 | 27:20 | 35:2 37:2 |
| S 3:1,21 | September 1:12 | situation 15:17 | started 7:20 | 39:16,19 |
| Saed 10:8 14:9 | 24:5,7 51:22 | 15:20 17:23 | 32:16 | submitted 9:20 |
| 26:14,15,19 | set 15:16 44:3 | 28:12,15,19,25 | starting 19:7 | 11:9 16:12 |
| 27:5 29:16,17 | 45:18 51:8 | 34:8 39:5 45:3 | state 2:11 6:24 | 20:11 |
| 29:18,21 41:9 | settle 33:9 | 45:19,21 46:2 | 7:14 10:21 | subparagraph |
| sake 12:2 | settled 18:7 | six 32:21,24 | 11:2 12:20 | 35:19 |
| SALES 1:6 | 24:19 35:4 | six-year 29:11 | 18:1,8 29:19 | Subsection |
| save 29:1 | settlement 8:20 | solely 19:1 | 30:5,6,17,18 | 16:15,19,20 |
| saw 9:19 | 11:24 12:15,21 | sooner 24:17 | 39:17,20 41:6 | 17:2,3 43:24 |
| saying 8:14 | 17:15 18:8,14 | sorry 15:2 31:6 | 41:11,13 51:4 | 45:1,23 |
| 21:24 24:12 | 20:7 21:3,4,5 | sort 7:24 15:15 | 51:21 | Subsections |
| 36:12 44:12 | 21:10,12 32:10 | sought 12:24 | stated 18:22 | 16:6 |
| 47:5 48:24 | 32:17 35:4 | sound 28:18 | statement 12:16 | subsequently |
| 49:8 | 37:15 48:24 | sounds 45:9 | 16:10,23 29:2 | 21:20 |
| says 34:25 36:6 | settlements 7:8 | 48:9 | 31:14,15,15 | substance 44:1 |
| 36:14 44:13 | 8:18,19 9:3 | South 1:21 | 40:18 | substantiating |
| Schneider 1:15 | 31:11,12 34:4 | speak 11:15 | statements 9:25 | 49:1 |
| 5:1,3,17 6:6,9 | share 26:21 | 13:22 15:10 | 10:4 11:11 | successful 32:11 |
| 11:16,19 13:7 | Sharko 4:11 6:8 | 23:13 | states 1:1 44:2 | 34:6 |
| 13:12 15:1 | 6:8 29:15 | Special 1:15 5:1 | 44:20,21 47:10 | successfully |
| 17:5,18,22 | 32:21 | 5:3,17 6:6,9 | stay 21:22 22:9 | 33:23 34:1 |
| 18:18 20:15 | short 20:16 | 7:2,5 11:16,19 | steering 5:21,24 | sudden 22:23 |
| 23:10 25:11,14 | side 32:2,5,8,13 | 13:7,12 15:1 | 6:2,4 10:7 12:1 | sufficient 19:15 |
| 26:3 27:15 | 32:15,19 33:25 | 17:5,18,22 | 13:1 23:17 | suggested 49:23 |
| 28:17 29:7 | 43:2 | 18:18 20:15 | 25:24 26:13 | suit 45:10 |
| 31:5,8 34:13 | sign 31:24 40:2 | 23:10 25:11,14 | 27:1,3,4,12 | SUITE 3:4,22 |
| 35:15,18 36:17 | 45:9 | 26:3 27:15 | 28:9,14 29:6 | 4:5 |
| | signed 13:9 | 28:17 29:7 | 29:10,11 30:10 | summaries 18:6 |

| | | | | |
|--|--|---|---|--|
| 21:24,25 22:11 22:18 37:1 46:7,16 49:17 we've 15:24 17:1 19:22 20:10 29:14 33:18,19 33:21 WEDNESDAY 1:12 weeds 10:18 14:4 weigh 43:10 went 10:22 43:22 46:17 weren't 42:6 whatsoever 21:17 White 1:21 wish 10:1 withheld 21:9 37:12,14 38:2 witness 13:25 25:5 Wolfson 33:20 women 42:10 word 8:12 23:12 35:19,24,25 36:3,4 43:16 44:6 words 38:15 work 7:18 8:23 8:24 11:4,5,12 11:23,25 12:3 12:6,7,17 13:14,17,25 14:1,15,18,20 18:4,11,12 24:25 25:3,5,7 25:16 26:7,10 26:22,24 27:7 29:10 30:3,13 30:15,24 31:15 31:21,22,23,25 32:1,4,9,17 35:12 39:25 40:2,5 41:25 | 47:3,13,15,22 47:23 50:5 workable 15:12 worked 14:4 30:12 33:21 47:13 working 26:23 29:12 31:22 47:5 world 44:16 written 16:11,12 17:20,20 18:20 36:14 wrong 9:7 13:15 wrote 44:2 X XIO857 51:20 Y Yeah 35:15 year 24:10 years 32:21,25 Z zero 43:11 Zoom 1:6 2:12 29:14 0 07932 4:12 08002 3:5 08106 1:22 1 10:01 2:13 101 3:4 11 51:21 12 20:14,21 21:25 22:7 37:10,12,13 43:1,7,10 48:9 127 15:6,7,9,13 15 24:14 1825 3:10 19106-3697 3:23 | 2 2006 3:11 2016 31:16 2017 23:21 202-759-7648 3:12 2020 10:17 23:23,25 24:5 24:7 2022 1:12 51:22 2026 51:21 210 3:4 215-592-1500 3:24 215-592-4663 3:24 218 3:16 22 24:19 24 8:19 9:3 24:18 2410394 51:22 25 33:21 3 3:16-md-2738... 1:2 305-547-9800 4:6 30X100085700 2:10 33131 4:6 334-954-7555 3:18 36104 3:17 38 42:10 3800 4:5 4 4 17:10,16 18:10 34:15 4160 3:16 5 500 3:22 510 3:22 515 1:21 | 6 600 4:5,11 7 7 1:12 23:21 45:12 51:22 750 33:17 7A 16:4,9 17:10 21:2 24:5 34:15 44:12 45:5,17 8 800-674-9725 3:11 800-768-4026 3:6 800-898-2034 3:17 856-488-7797 1:16 856-546-1100 1:23 856-667-0500 3:5 856-667-5133 3:6 877-882-1011 3:23 9 973-360-9831 4:13 973-549-7350 4:12 | |
|--|--|---|---|--|